

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM551758

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
First Horizon Bank	FORMERLY Tennessee Bank National Association	11/25/2019	Corporation: TENNESSEE
RECEIVING PARTY DATA			
Name:	Guntersville Breathables, Inc.		
Street Address:	131 Sundown Drive NW		
City:	Arab		
State/Country:	ALABAMA		
Postal Code:	35016		
Entity Type:	Corporation: ALABAMA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2043826	FROGGTOGGS	
Registration Number:	2428947	POLLY WOGGS	
Registration Number:	2447024	TOAD STOOLS	
Registration Number:	2341498		
Registration Number:	3248799	DRIPORE	
Registration Number:	3793384	FROGG LEGGS	
Registration Number:	3518543	CHILLY PAD	
Registration Number:	3590329	THE SAMMY	
Registration Number:	3918685	FROGG TOGGS	
Registration Number:	3956704		
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	617-523-2700		
Email:	susan.dinicola@hklaw.com,brittany.fox@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		

OP \$265.00 2043826

NAME OF SUBMITTER:	Susan C. DiNicola
SIGNATURE:	/Susan C. DiNicola/
DATE SIGNED:	12/03/2019
Total Attachments: 4 source=10.D. JPM_Frogg - Trademark Release (1st Horizon)#page1.tif source=10.D. JPM_Frogg - Trademark Release (1st Horizon)#page2.tif source=10.D. JPM_Frogg - Trademark Release (1st Horizon)#page3.tif source=10.D. JPM_Frogg - Trademark Release (1st Horizon)#page4.tif	

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of November 25, 2019 ("Release"), is made by FIRST HORIZON BANK, a Tennessee banking corporation, success by conversion from TENNESSEE BANK NATIONAL ASSOCIATION, a national banking association ("Lender") in favor of GUNTERSVILLE BREATHABLES, INC., an Alabama corporation ("Grantor").

WHEREAS, that certain Notice of Grant of Security Interest in Trademarks, dated October 28, 2011, made by Grantor in favor of Lender was recorded on November 1, 2011 at the United States Patent and Trademark Office ("USPTO") at Reel 004668 Frame 0149 ("Security Agreement").

WHEREAS, Lender has agreed to terminate, release and discharge its security interest in all the trademarks subject to the Security Agreement, including the trademarks listed on Schedule A (collectively, the "Trademarks").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Lender hereby agree as follows:

All of Lender's security interests, liens, pledges, mortgages, and other encumbrances of any kind whatsoever created against the Trademarks pursuant to the Security Agreement (collectively, the "Security Interests") are hereby automatically terminated, released and discharged, and the Lender shall sign any additional termination documents reasonably requested by Grantor at Grantor's cost and expense, including filings with the U.S. Patent and Trademark Office against the Trademarks, as shall be necessary to effect the termination, release and discharge of all of the Security Interests, each at Grantor's cost and expense.

If and to the extent that Lender has acquired any right, title or interest in or to any of the Trademarks, it hereby assigns and transfers such rights, title or interest to Grantor, along with any goodwill in the Trademarks that the Lender may have acquired.

This Release shall be governed by the laws of the State of New York. This Release shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Release may be executed in any number of separate counterparts, each of which shall, collectively and separately, constitute one and the same instrument, and any signature page delivered by electronic transmission shall have same effect as the delivery of an original thereof. EACH PARTY TO THIS RELEASE HEREBY EXPRESSLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS RELEASE OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT HERETO, OR THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE

DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS RELEASE MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.


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IN WITNESS WHEREOF, Lender has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Lender:

FIRST HORIZON BANK

By:


R. Keith Kirby, Senior Vice President

Schedule A

DESCRIPTION	COUNTRY	APP SER NO	REGISTRATION	FILING DATE
Frogg Toggs	U.S.	75/109,746	2,043,826	5/24/1996
Polly Waggs	U.S.	75/752,268	2,428,947	7/15/1999
Toed Stools	U.S.	75/752,269	2,447,024	7/15/1999
Design (Frog Foot Image)	U.S.	75/753,442	2,341,498	7/19/1999
Frogg Toggs	Canada	1,140,592	TMA611,429	5/9/2002
Frogg Toggs	Europe	2691152	2691152	5/9/2002
DriPore	U.S.	76/646,718	3,248,799	9/13/2005
FROGG LEGGS	U.S.	76/667,739	3,793,384	10/19/2005
CHILLY PAD	U.S.	76/689802	3,518,543	5/13/2006
THE SAMMY	U.S.	77/467830	3,590,329	5/7/2008
FROGG TOGGS	U.S.	77/804968	3,918,665	5/5/2010
Design (Frog Foot Image)	U.S.	77/869760	3,866,704	3/26/2010